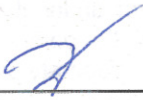
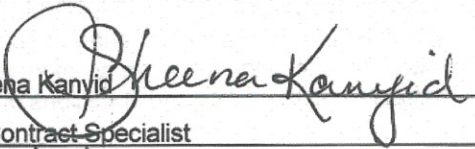
 The Business of Innovation	AGREEMENT FOR DOE-FUNDED TECHNOLOGY ASSISTANCE	Date: 03/02/2017 Agreement: 17-26
TO: Security USA 5801 McLeod Rd, Suite A Albuquerque, NM 87109 Attn: Bo Boaz	FROM: Battelle Memorial Institute Pacific Northwest Division P.O. Box 999, K1-73 Richland, WA 99352	
Battelle Memorial Institute, under its U.S. Department of Energy Contract No. DE-AC05-76RL01830 to operate the Pacific Northwest National Laboratory, agrees to provide the Technology services described below at no cost to the REQUESTER (a U.S. based company) in accordance with the terms and conditions enumerated in this Agreement.		
Task Title: Gunshot Detector Field of Use: Device to detect gunshots in commercial and government buildings.		
The activities to be performed under this Technology assistance will be: Provide technical advice regarding the feasibility of integrating technical features suggested by Security USA into the licensed gunshot detector system to facilitate the implementation of technology.		
By <u>Bo Boaz</u>  Title: <u>President</u> Date: <u>3/16/17</u>	BATTELLE MEMORIAL INSTITUTE PACIFIC NORTHWEST DIVISION By: <u>Sheena Kanyid</u>  Title: <u>Sr. Contract Specialist</u> Date: <u>3/9/17</u>	

Rev.4/29/14

TERMS AND CONDITIONS OF AGREEMENT

1. Battelle Memorial Institute (BATTELLE) agrees that all information obtained by BATTELLE through the work described herein shall be made available to the REQUESTER at any reasonable time during BATTELLE's working hours subject to the terms and conditions of this Agreement, and that BATTELLE will communicate to the REQUESTER information developed under and pertinent to this Technology investigation.
2. The REQUESTER understands that BATTELLE does not endorse products or services, nor does it undertake Technology investigations for advertising, sales promotion, or endorsement of the REQUESTER. Therefore, REQUESTER agrees that it will not use the name or marks of BATTELLE, PNNL or the U.S. government including but not limited to the United States Department of Energy or use any portion of BATTELLE's reports, for advertising, promotional purposes, raising of capital, recommending investments, or in any way that implies endorsement except with prior written approval from an officer of BATTELLE responsible for such matters. BATTELLE does not undertake Projects for the purposes of litigation or to assign fault or blame and does not provide expert witness services. Therefore, REQUESTER agrees not to use any Project results in any dispute, litigation, or other legal action. Notwithstanding the foregoing, REQUESTER may comply with a lawfully issued subpoena which requires the production of such report.
3. In view of the research and development nature of the work contemplated under this Technology investigation, BATTELLE's responsibility shall be limited to applying reasonable efforts in the performance of the work by competent staff within the limits of the time and funds available.

TERMS AND CONDITIONS OF AGREEMENT (cont'd)

Battelle Initials *RL*
Requester Initials

4. BATTELLE may terminate this Technology investigation at any time if BATTELLE determines that termination is in BATTELLE's or the U.S. Government's interest.
5. Neither BATTELLE, the U.S. Department of Energy (DOE), nor persons acting on their behalf, MAKE ANY WARRANTY, EXPRESS OR IMPLIED: (A) WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY SERVICES, MATERIALS, OR INFORMATION FURNISHED; (B) THAT THE USE OF ANY SUCH SERVICES, MATERIALS, OR INFORMATION MAY NOT INFRINGE PRIVATELY OWNED RIGHTS; OR (C) THAT THE SERVICES, MATERIALS, OR INFORMATION FURNISHED WILL BE ADEQUATE OR SAFE FOR ANY PURPOSE OR WILL ACCOMPLISH ANY RESULTS OR PURPOSE. FURTHERMORE, BATTELLE AND THE DOE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY PRODUCTS MANUFACTURED, USED OR SOLD by the REQUESTER. Neither BATTELLE nor the DOE shall be liable for consequential damages in any event. Furthermore, the REQUESTER will indemnify and hold harmless BATTELLE and the DOE from any loss by the REQUESTER or third parties arising out of or resulting from utilization of any such information, apparatus, method or process.
6. It has been determined that performance of work under this Technology investigation will not interfere with the execution of DOE programs; if this determination changes BATTELLE may immediately suspend or terminate this Technology investigation to prevent any such interference.
7. It is understood that BATTELLE and its employees do not, and will not, have comprehensive knowledge of the uses the REQUESTER will make of this Technology Assistance. The REQUESTER assumes all responsibility to conduct whatever surveys, studies, test samplings and other activities that are needed to ensure the marketing and ultimate use of safe, efficient, and reliable products and services.
8. Neither REQUESTER nor BATTELLE shall exchange information under this Technology investigation that it considers to be proprietary and not subject to further disclosure. If the parties mutually determine that there is a need to exchange proprietary information they will enter into a separate written Non-Disclosure Agreement establishing the terms and conditions of such exchange.
9. It is recognized that employees of BATTELLE will at all times remain subject to their employment agreement with BATTELLE, and that any inventions or copyrightable data made or developed by said employees will be governed by provisions of BATTELLE's prime contract, DE-AC05-76RL0 1830, with the DOE.
10. If Intellectual property (patentable inventions or copyrightable works) ("IP") is conceived or first reduced to practice by BATTELLE under this Technology Assistance, to the extent it is able to do so, BATTELLE hereby grants to REQUESTER, a paid-up, royalty-free, nonexclusive license, without the right to sublicense, in and to such IP for a limited Field of Use as specified on the first page of this Agreement. The Licensed Territory shall be the U.S. This license grant shall be subject to provisions required under BATTELLE's prime contract with DOE, and REQUESTER will be informed of those provisions at the time BATTELLE decides whether to patent the IP or assert copyright in copyrightable works. REQUESTER understands that if BATTELLE does not patent or copyright such IP, as governed by provisions of Battelle's prime contract with DOE, then the aforementioned license shall be considered null and void and all information produced by BATTELLE hereunder may enter the public domain. REQUESTER understands that BATTELLE reserves for itself the right to (i) practice the IP for any purpose, including research, development and demonstration purposes and (ii) license the IP to others in the licensed Field of Use and Licensed Territory. The Parties recognize that the U.S. Government shall have certain rights in any information generated by BATTELLE hereunder, but such rights shall not preclude REQUESTER'S use of such information.
11. No modification to this Agreement shall be valid unless in writing and signed by an authorized representative of BATTELLE and the REQUESTER. This Agreement represents the entire understanding between the parties, and supersedes all other prior agreements, express or implied, between the parties concerning the subject matter of this Agreement.